


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER <b>F2LMCA33170200</b>		PAGE 1 OF 8	
2. CONTRACT NO. <b>FA9301-04-M-5011</b>		3. AWARD/EFFECTIVE DATE <b>02-Mar-2004</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL				a. NAME		b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY <b>AFFTC/PK NICASIO ARABE/661-277-8777 5 S WOLFE AVE EDWARDS AFB CA 93524-1185</b>		CODE <b>FA9301</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3825 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: 661-277-8777 FAX: 661-275-7884				13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS <b>Net 30 Days</b>	
15. DELIVER TO <b>AFRL/PROF RM 8 - F2LMCA LT CHRIS CHARLES 302 N MERCURY BLVD BLDG 8460 EDWARDS AFB CA 93524-7690</b>		CODE <b>F2LMCA</b>		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17 a. CONTRACTOR/ OFFEROR <b>OPHTHOS INSTRUMENTS, INC. EVELYN ADLER 17805 CADDY DRIVE ROCKVILLE MD 20855-1005</b>		CODE <b>59823</b> FACILITY CODE		18 a. PAYMENT WILL BE MADE BY <b>DFAS-BVFD/DY - F03000 P O BOX 369024 COLUMBUS OH 43218-9024</b>		CODE <b>F03000</b>	
TEL. 301-926-0589							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>						26. TOTAL AWARD AMOUNT <b>\$11,016.00</b>	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>ROBERT T. GARE / CONTRACT SPECIALIST</b>		31 c. DATE SIGNED <b>03-Mar-2004</b>	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32 d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 e. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MICROWAVE GENERATOR FFP - MPG-4M microwave generator: 2.45 GHz; 0-120 W, continuously variable, 110 V, 60 Hz input; forward and reflected power meters on front panel; rack mount brackets; 4 ft. RF coaxial cable. NSN 6115-PN-GEN-RATE MILSTRIP F2LMCA33170200 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$6,390.00	\$6,390.00

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NET AMT	\$6,390.00
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ACRN AA Funded Amount	\$6,390.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	EVENSON CAVITY FFP - Evenson cavity; 2.45 GHz type N connector. NSN 6115-CO-NNE-CTOR MILSTRIP F2LMCA33170201 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$545.00	\$545.00

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NET AMT	\$545.00
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ACRN AA Funded Amount	\$545.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CYLINDRICAL CAVITY FFP - Cylindrical cavity; 2.45 GHz, type N connector. NSN 6115-CY-LIN-DRIC MILSTRIP F2LMCA33170202 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$545.00	\$545.00

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NET AMT	\$545.00
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ACRN AA Funded Amount	\$545.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	8 FT COAXIAL CABLE FFP - 8 ft coaxial cable. NSN 6115-CO-AXI-ALCA MILSTRIP F2LMCA33170203 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$111.00	\$111.00

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NET AMT	\$111.00
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ACRN AA Funded Amount	\$111.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	IGNITER COIL FFP - Igniter coil. NSN 6115-IG-NIT-ERXX MILSTRIP F2LMCA33170204 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$150.00	\$150.00

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NET AMT	\$150.00
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ACRN AA Funded Amount	\$150.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	XENON LAMPS AS SPECIFIED; 2 LAMPS FFP - Xenon lamps as specified; 2 lamps. NSN 6115-XE-NON-LAMP MILSTRIP F2LMCA33170205 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$1,525.00	\$1,525.00

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NET AMT	\$1,525.00
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ACRN AA Funded Amount	\$1,525.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BISMUTH LAMPS AS SPECIFIED; 2 LAMPS FFP - Bismuth lamps as specified; 2 lamps. NSN 6115-BI-SMU-THLA MILSTRIP F2LMCA33170206 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Each	\$1,585.00	\$1,585.00

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NET AMT	\$1,585.00
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ACRN AA Funded Amount	\$1,585.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Shipping and Handling FFP - Shipping Charge. NSN 6115-SH-IPP-INGX MILSTRIP F2LMCA33170207 PURCHASE REQUEST NUMBER F2LMCA33170200 SIGNAL CODE A	1.00	Lot	\$165.00	\$165.00

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NET AMT	\$165.00
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ACRN AB Funded Amount	\$165.00
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## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	31-MAR-04	Each	1.00	Dest.	F2LMCA AFRL/PROF RM 8 - F2LMCA LT CHRIS CHARLES 302 N MERCURY BLVD BLDG 8460 EDWARDS AFB CA 93524-7690
0002	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001

0003	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001
0004	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001
0005	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001
0006	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001
0007	31-MAR-04	Each	1.00	Dest.	Same as CLIN 0001
0008	31-MAR-04	Lot	1.00	Dest.	Same as CLIN 0001

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

## ACCOUNTING AND APPROPRIATION DATA

AA:	5743600 294 4703 625026 6PRS00 63900 62500F 503000 F03000	ESP:9Y
AMOUNT:	\$10,851.00	
FUNDING	JOB ORDER NO	QUANTITY
ACRN:	10110011	1.00
AMOUNT:	\$6,390.00	
ACRN:	10110011	
AMOUNT:		
ACRN:	10110011	
AMOUNT:		
ACRN:	10110011	
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ACRN:	10110011	
AMOUNT:		
AB:	5743600 294 4703 625026 6PRS00 63900 62500F 503000 F03000 JON:10110009	000000000000
	ESP:9Y	
AMOUNT:	\$165.00	

## CLAUSES INCORPORATED BY REFERENCE:

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration Alternate A	NOV 2003
Alt A		
252.219-7011	Notification to Delay Performance	JUN 1998
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.246-7000	Material Inspection And Receiving Report	MAR 2003

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of the basic clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.mil>

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)